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JOHNSON V. BARHAM, JUDGE.—Decided at Richmond, March 14, 1901.—*Keith, P. Absent, Whittle, J.* :

1. STATUTES—*Enrolled bill—Printed acts—Conflict.* In case of conflict between the enrolled bill and the published Act, the enrolled bill is the best and controlling evidence of the legislative intent.

2. CONSTRUCTION OF STATUTES—*Interpolating words.* Courts cannot, by construction, interpolate into statutes words which do not appear there, when such interpolation is not plainly deducible from the context or other portions of the Act, and the omission would not render the Act incongruous or unintelligible, nor lead to absurd results.

3. NEWPORT NEWS—*Charter—Police Justice—Removal—Appeal.* The charter of the City of Newport News, as amended by an Act approved January 17, 1900, does not give the Chief of Police of said city, upon removal, a right of appeal to the Corporation Court of said city. Acts 1899–1900, p. 70.

4. CHANCERY JURISDICTION—*Title to office—Prohibition.* A court of chancery has no jurisdiction to try a question of title to an office which has been passed upon by competent authority, from whose judgment there is no appeal, and its attempt to exercise such jurisdiction will be restrained by a writ of prohibition.

SCHRIEBER, SONS & CO. V. CITIZENS' BANK OF NORFOLK.—Decided at Richmond, March 14, 1901.—*Harrison, J. Absent, Whittle, J.*

1. BUILDING CONTRACT—*Sub-contractor—Case in judgment.* Under the terms of the contract in suit, the owner of the building being erected had the right to bind himself personally to a sub-contractor for a portion of the work, and deduct the cost thereof from the contract price agreed to be paid to the contractor.

2. MECHANIC'S LIEN—*Sub-contractor—Extra work.* In a contract between the owner of a building and sub-contractor, work not covered or contemplated by the original contract, and which has been paid for by the owner, is to be considered a separate and distinct transaction.

3. MECHANIC'S LIEN—*Discount of contractor's notes—Assignment.* As against sub-contractors, it is not error to allow the owner credit for notes discounted by him, which were given by the contractor to other sub-contractors for work done or materials furnished, nor for similar notes held by banks and taken up by the owner, nor for orders drawn on the owner by the general contractor in favor of sub-contractors. Each of such credits represents money paid by the owner for work done or materials furnished for the erection of the building. They are not such assignments or transfers as are prohibited by Act of Assembly, 1895–96, p. 379.

4. MECHANIC'S LIEN—*Reservation of percentage—Sub-contractor.* A provision in a building contract by which the owner retains a percentage of the cost of construction until the completion of the building, and stipulates that he may supply any deficiency and deduct the cost from any money due or to become due under the contract, is intended for the benefit of the owner alone, and not for sub-contractors who may be thereafter employed.

5. MECHANIC'S LIEN—*Sub-contractors—Personal liability of owner—Preferred claim.* The owner of a building in course of construction is under no obligation to protect